



REQUEST FOR PROPOSALS

RESORT TAX AUDITORS FOR THE TOWN OF SURFSIDE, FLORIDA

MIAMI-DADE COUNTY

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PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Town of Surfside is soliciting proposals to provide auditing services for businesses registered with the Town for collecting resort taxes. Interested firm/individuals ("Proposer (s)") may pick-up a copy of Request for Proposals ("RFP") No. 11-04 to be issued on **August 12, 2011** at Town of Surfside Town Hall 9293 Harding Avenue, Town Manager's Office, Second Floor, Surfside, Florida, 33154. The RFP contains detailed and specific information about the scope of services, submission requirements and selection procedures. It is also available on the Town's website at www.townofsurfsidefl.gov

One (1) original plus four (4) copies of the completed and executed submissions must be delivered to the following address no later than **September 6, 2011 at 3:00 pm**

**Town of Surfside Town Hall
9293 Harding Avenue, Town Manager's Office
Second Floor
Surfside, Florida, 33154**

The envelope containing the sealed Proposal must be clearly marked as follows:

"SEALED PROPOSAL"

RFP NO. 11-04 AUDITING SERVICES FOR TOWN OF SURFSIDE

TIME: 3:00 pm TUESDAY, September 6, 2011.

A Non-Mandatory Pre-RFP Submission Conference is scheduled for **August 19, 2011 at 10:00 am** at the **Town of Surfside Town Hall, 9293 Harding Avenue, Second Floor Commission Chambers, Surfside, Florida**. All Proposers planning to submit Submissions are encouraged to attend this meeting. Proposers should allow sufficient time to ensure arrival prior to the indicated time.

The Town of Surfside intends to enter into agreements with successful Proposers to provide auditing services for businesses registered with the Town to collect resort taxes in the Town of Surfside, Florida.

The contracts will be awarded by the Town to the Proposers whose proposal best serves the interests of, and represent the best value to the Town in accordance with the criteria set forth in this RFP.

The Town reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities, and to accept the proposals which best serve the interest of and represent the best value to the Town.

Any questions regarding RFP No. 11-04 are to be directed in writing to Roger M. Carlton, Town Manager, at the following address: 9293 Harding Ave., Second Floor, Surfside,

Florida 33154. Alternatively, any questions may be sent via email to: rcarlton@townofsurfsidefl.gov.

Any questions or clarifications concerning the proposal specifications must be received by Roger M. Carlton, Town Manager, no later than four (4) business days (August 30, 2011) prior to the proposal opening date. All persons attending the Pre-RFP Submission Conference will receive the answers to all questions.

For further information, please contact Roger M. Carlton, Town Manager at 305-861-4863 ext 232, rcarlton@townofsurfsidefl.gov.

RFP Calendar:

- 1) RFP Issue Date: August 12, 2011.
- 2) Non-Mandatory Pre-RFP Submission Conference Date: 10:00am August 19, 2011.
- 3) Last Day for Questions or Clarifications: August 30, 2011.
- 4) Addenda Final Issue Date: September 2, 2011.
- 5) Proposal Submission Due: 3:00pm September 6, 2011.

Town of Surfside, Florida

REQUEST FOR PROPOSAL NO. 11-04

RESORT TAX AUDITING SERVICES FOR Surfside, Florida.

1.1 INTRODUCTION

The Town of Surfside, Florida a municipality located in Miami-Dade County, Florida, requests qualified Proposers ("Proposers") to submit proposals to provide Resort Tax auditing services as needed in Surfside, Florida. The Town is soliciting proposals in accordance with Town Code-Section 3 Purchasing Procedures.

1.2 BACKGROUND

The Town of Surfside charges a resort tax of four percent on revenues generated by the sale of rooms and two percent on revenues from food and beverages sold within the Town limits. Businesses are required to register with the Town to collect and remit taxes. It is projected that approximately \$350,000 in resort taxes will be collected in FY 2010/11. As of January 15, 2011, there were 26 businesses registered to collect resort taxes reporting on a monthly basis.

The Town employs no field agents to audit these businesses. In FY 2010/11, the Town budgeted funds to begin utilizing independent contractors to commence audit services. Based on data received from the City of Miami Beach, Internal Audit Department, it is estimated that the contractors' average hours per audit are 16 hours, however, there is no minimum or maximum requirement for hours per audit.

The Tourist Bureau Director and/or the Finance Support Services Director will assign the audits to the independent contractors. Audit start date: October 1, 2011. The due dates will be determined when the audits are assigned.

Funds are available from the General and Resort Tax funds. The recently adopted Resort Tax Ordinance is attached as Attachment E.

1.3 SCOPE OF SERVICES

The Town of Surfside invites Proposals from qualified providers of auditing services. Contracts may be awarded to more than one firm or individual. The contract term would be for a period of two (2) fiscal years with the option of three (3) one-year renewals. Funds will be made available from the applicable funds for the areas audited.

Resort taxes:

Audits are to be performed on businesses registered with the Town for collecting resort taxes. The scope of the work consists of examining the taxpayer's accounting records, such as general ledgers, cash receipts journals, sales journals, and other records as may be maintained by the taxpayer; comparison of reported taxable sales with other reports such as Florida sales tax reports, and the preparation of schedules and analyses of work to determine compliance with the Town Code relating to the collection and payment. All taxpayers' records which are

subject to, determined to be, or administered by the Resort Tax codes are examined. Detailed testing is performed on a sample basis.

Contractor is to follow the attached Sample Audit Forms (Attachment F) for auditing resort tax businesses as well as the procedures and requirements of the Resort Tax Ordinance. Revenues reported in monthly filing accounts may vary by containing revenues from rooms, food and/or alcohol sales. Town forms and programs will be provided in electronic format. Also included in the work to be performed is the initial contact with the business and the performance of an audit which results in the issuance of a resolution letter stating the results of the audit? If the audit is contested, there may be resultant procedures to assist the Town Manager in resolving the issue(s).

Each audit is completed by the submission of work papers and a resolution letter to the Tourist Bureau and Financial Services Directors for final review and approval. The Tourist Bureau Director and/or the Financial Services Director will assign these audits.

Town of Surfside Internal Audits on an As Needed Basis:

The scope of the work for Town internal audits will be contingent to the type of audit requested. Audit work should be performed in accordance with governmental auditing standards. Contractor is to develop audit programs for the scope of work provided. Prior to authorizing work on an internal audit, the successful proposers will be required to submit a price estimate based on the number of hours estimated to complete the work. The Town shall, at its sole option, determine whether to proceed with the scope of work. Each audit is completed by the submission of a final report. The Town will assign these audits as needed depending upon funding.

PROPOSAL REQUIREMENTS

Proposers shall provide supporting documentation for the following in their response package to the Town:

1. Proposer's experience and qualifications with providing the services requested in the RFP.
2. Qualifications of employees, to include key personnel.
3. Past performance based on references (minimum of three (3) references). References must include name, title and phone number of person to be contacted.
4. Number of years in auditing resort tax businesses and/or audits of governmental functions.
5. Fee schedule for proposed audits. Proposals for resort tax audits should be at a blended hourly fee for the work assigned. The expected number of hours will be determined with each assignment. We do not want or need a schedule of hours by job category.

1.4 SUBMITTAL REQUIREMENTS

Proposals shall be as thorough and detailed as possible so that the Town may properly evaluate the capabilities of respective firms or individuals to provide the required services. All submittals by Proposers shall respond to the following issues.

Any Proposer wishing to provide the services described in **Sections 1.3** above must submit one (1) original and four (4) additional complete copies that include, at a minimum, the following documentation:

1. Name, address and company, including, but not limited to, a business overview, financial state of the business, annual revenue for past two years, and names and addresses of all persons having financial interest in the firm.
2. Outline in detail the experience and qualifications of the Proposer's entity, and the Proposer's management team, in providing similar projects/programs as the one proposed in this RFP. Provide an organizational chart of all personnel to be used on this project/program and their qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each team member to be assigned to this project/program.
3. Past performance information will be collected on all Proposers. Proposers are to submit at least three (3) relevant clients identifying a specific contact, contact title, and telephone number. The Town reserves the right to verify any information submitted by Proposer in this process.
4. Proof of authorization to transact business in Florida as well as any other supporting documentation as the Proposer deem necessary to demonstrate the capability to provide and implement the services as outlined in this RFP.
5. The successful Proposer will be responsible for providing the necessary personnel to conduct the audits and all services associated with this RFP and will comply with all federal, state, and local laws related to minimum wage, social security, nondiscrimination, Americans with Disabilities Act ("ADA"), unemployment compensation, and workers' compensation.
6. Sworn statement pursuant to Section 287.133(3)(A), Florida Statutes, regarding Public Entity Crime, a copy of which is attached hereto.
7. Non-collusive and Public Entity Crime Affidavits, copies of which are attached hereto as Attachments "A" and "B".

1.5 SUBMISSION DATE AND PRE-RFP SUBMISSION CONFERENCE

Proposals must be received by the Town Manager's Office **no later than 3:00 pm September 6, 2011**, at the Town of Surfside, Town Hall Attn: Town Manager, Second Floor 9293 Harding Avenue, Surfside, FL 33154. One (1) original plus four (4) copies of the completed and executed proposal must be delivered by this deadline in a sealed envelope or box. Proposals will be opened publicly and Proposer names will be read aloud at this time.

The envelope or box containing the sealed Proposal must be clearly marked as follows:

“SEALED PROPOSAL”

RFP NO. 11-04 RESORT TAX AUDITING SERVICES FOR Town of Surfside, Florida.

OPENING DATE AND TIME: September 6, 2011 at 3:00 pm

A Non-Mandatory Pre-RFP Submission Conference is scheduled for August 19, 2011 at 10:00 am, at the Town of Surfside Town Hall, 9293 Harding Avenue, Second Floor Commission Chambers, Surfside, Florida. All Proposers planning to submit a Proposal are encouraged to attend this meeting. All persons attending the Pre-RFP Submission Conference will receive the answers to all questions submitted.

1.6 ADDITIONAL INFORMATION OR CLARIFICATION

Requests for additional information or clarifications must be made in writing and received by Roger M. Carlton, the Town Manager specified in the Public Notice Section of this RFP, in accordance with the deadline for receipt of questions specified in the Public Notice Section of this RFP.

The Town will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued no later than September 2, 2011 per the RFP Calendar. All persons attending the Pre-RFP Submission Conference or submitting questions via e-mail will receive the Town's response. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

1.7 SELECTION, AWARD OF CONTRACT AND PROTEST PROCEDURES

- 1.7.1** The Award of the Contract will be to the entities the Town believes are the most Responsive and Responsible Proposers. In no case will an Award be made until all necessary investigations have been made into the responsibility of the Proposer(s) and the Town Manager is satisfied that the Proposer(s) are qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work in the specified timeframes. There may be multiple awards.
- 1.7.2** If the Town accepts a Proposal, the Town will provide a written notice of Award to the Responsive and Responsible Proposer, who meets the requirements of Section 1.7.1 and the Town, will negotiate a contract.
- 1.7.3** The Town may make multiple awards to ensure that audits are completed quickly and that if unable to negotiate a reasonable price with one vendor, others will be asked to submit a price.

- 1.7.4 The Town will select the most qualified Proposers whose proposals best serve the interests of and represents the best value to the Town. The Town will act, at its sole discretion, in what it considers to be in the best interest of the Town. The Town will evaluate the comparable experience, capability, project management, workload, financial strength, and other factors the Town deems pertinent and will select the Proposers that it deems to be most qualified. The Town will be the sole judge in determining the most qualified firms.

1.8 CONTRACT EXECUTION

A contract will be negotiated and executed between the selected Proposers and the Town. The successful operation of this contract requires that the selected Proposers act in good faith in all matters relating to carrying out the project and the interpretation of the contract documents.

1.9 INSTRUCTIONS

Careful attention must be given to all requested items contained in this RFP. Proposers are required to submit Proposals in accordance with the requirements of this RFP.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Proposers shall make the necessary entry in all blanks provided for the responses.

The entire set of documents, together with all attachments hereto, constitutes the RFP. Each Proposer must return these documents with all information necessary for the Town to properly analyze the response in total and in the same order in which it was issued. All responses to this RFP shall be returned in a sealed envelope or package with the following noted on the outside of the envelope:

“SEALED PROPOSAL”

RFP NO. 11-04 RESORT TAX AUDITING SERVICES FOR Town of Surfside, Florida.

OPENING DATE AND TIME: September 6, 2011 at 3:00 pm

Proposers must provide a response to each requirement of the RFP. Responses should be prepared in a concise manner with an emphasis on completeness and clarity.

1.10 CHANGES/ALTERATIONS

Proposers may change or withdraw a response at any time **prior to** the submission deadline; however, no oral modifications will be allowed. Written modifications shall not be allowed following the submission deadline.

1.11 DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported electronically in writing to Roger M. Carlton, Town Manager (rcarlton@townofsurfsidefl.gov). Should it be necessary, a written addendum will be incorporated into the RFP. The Town will NOT be responsible for any oral instructions, clarifications, or other communications.

1.12 DISQUALIFICATION

The Town reserves the right to disqualify responses before or after the submission deadline, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposers. The Town also reserves the right to waive any immaterial defect or informality in any responses to this RFP to cancel or postpone AT ANY TIME DURING THE SUBMITTAL PROCESS; to reject any or all responses in whole or in part; or to reissue an RFP for the services described herein.

1.13 SUBMISSION RECEIPT/WITHDRAWAL

1.13.1 Sealed responses will be accepted in accordance with the instructions detailed on the cover of this RFP. The Proposer shall file all documents necessary to support its response and shall include them with its Proposal. Each Proposer shall be responsible for the actual delivery of responses no later than 3:00 pm on September 6, 2011 at the Town of Surfside Town Hall, 9293 Harding Avenue, Second Floor Commission Chambers, Surfside, Florida.

1.13.2 A Proposer may withdraw his Proposal at any date and time prior to the time the Proposals are scheduled to be opened and may be resubmitted by the scheduled opening. Proposals may not be cancelled or modified after the submission deadline.

1.14 CAPITAL EXPENDITURES

The selected Proposer understands that any capital expenditures that the selected Proposer makes, in order to perform the services required in this RFP, is a business risk. The Town, however, is not and shall not pay or reimburse any capital expenditures or any other expenses, incurred by any Proposer.

1.15 HOLD HARMLESS AND INDEMNIFICATION

All Proposers shall hold the Town, its officials and employees harmless and covenant not to sue the Town, its officials and employees in reference to the town's decision to reject, award, or not award a RFP, as applicable. Additionally, the selected Proposer shall indemnify, defend and save harmless the Town, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of the Proposer's performance of its services under this RFP, or by or in consequence of any negligence (excluding the sole negligence of the Town), in connection

with the same; or by use of any improper materials or by or on account of any act or omission of the said selected Proposer or his Sub-Proposer, agents, servants or employees. The selected Proposer shall indemnify, defend and hold harmless the Town and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work described in the RFP, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the selected Proposer, Sub-Proposer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

1.16 RESERVATION OF RIGHTS

1.16.1 While pursuing this RFP process, the Town reserves the right to:

- Accept any or all responses, and the right, in its sole discretion, to accept the Proposer who will best serve the interests of, and represent the best value to.
- Reject any and all qualifications and to seek new qualifications when such a procedure is reasonably in the best interest of the Town.
- Investigate the financial capability, integrity, experience, and quality of performance of each Proposer, including officers, principals, senior management, and supervisors, as well as staff identified in the response to RFP.
- Investigate the Proposer's qualifications or any of its agents, as it deems appropriate
- Conduct personal interviews of any or all Proposers prior to selection (the Town shall not be liable for any costs incurred by the Proposer(s) in connection with such interviews).
- Waive any of the immaterial conditions or criteria set forth in this RFP.
- The Town reserves the right on any advertised selection process to decide whether to select a firm based on submission received in response to this RFP or whether to hold interviews with the firms the Town deems best qualified for the project.

1.16.2 The Town may issue an addendum in response to any inquiry received, prior to Proposal opening, which changes, adds to, or clarifies the terms or provisions of this solicitation. The Proposer shall not rely on any representation, statement, or explanation whether written or verbal, other than those made in this invitation or any addenda issued. Where there appears to be a conflict between this invitation and any addenda, the last addendum shall prevail.

- It is the Proposer's responsibility to ensure receipt of all addenda, and any accompanying documentation.

1.17 ADDITIONAL INFORMATION

- The following must clearly be marked on the front of the Proposal envelope:

“SEALED PROPOSAL”

RFP NO. 11-04 RESORT TAX AUDITING SERVICES FOR Town of Surfside, Florida.

OPENING DATE AND TIME: September 6, 2011 at 3:00 pm

- Questions regarding this RFP must be submitted electronically, no later than four (4) business days August 30, 2011 before the opening of the RFP at 3:00 pm on September 6, 2011, to:

Roger M. Carlton
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
Telephone: (305) 861-4863 x232
Email: rcarlton@townofsurfsidefl.gov

- The opening of the Proposals will be in the Town Commission Chambers, Second Floor, 9293 Harding Avenue, Surfside, Florida 33154 at the stated time.
- Proposals will be opened publicly and the name of the Proposers will be read aloud at this time.
- The Town is under no obligation to return the Proposals.
- The Town will not be liable for any cost incurred in the preparation of the response to RFP.
- The Proposals shall be *prima facie* evidence that the Proposer has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
- The Proposers shall furnish the Town with such additional information as the Town may reasonably require.
- Under no circumstance should any prospective Proposer or anyone acting on their behalf, seek to influence or to gain the support of any member of the Town Commission or Town Staff favorable to the interest of the prospective Proposer. Likewise, contact with the Town Commission or Town Staff against the interest of other prospective Proposers is prohibited. Any such activities may result in the exclusion of the prospective Proposer from consideration by the Town.
- The Town must be satisfied that the Proposer demonstrates the ability to meet the requirements of the RFP.

1.18 INSURANCE REQUIREMENTS

The Contractor shall secure and maintain throughout the duration of the Contract insurance of the type and in the amount specified below and shall demonstrate its ability to do so. Any exceptions to the insurance requirements in this section must be approved in written by the Town.

Comprehensive General Liability (“CGL”) insurance, with minimum limits of half a Million Dollars (\$500,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and One Million Dollars (\$1,000,000) aggregate.

Worker’s Compensation, as required by law, but with no less than \$1,000,000 for Employer’s Liability.

Business Automobile Liability which shall include coverage for all owned, non-owned and hired vehicles for minimum limits of not less than One Hundred Thousand Dollars (\$100,000) per occurrence, One Hundred Thousand Dollars (\$100,000) per accident for bodily injury and Three Hundred Thousand Dollars (\$300,000) per accident for property damage.

1.19 LAWS AND REGULATIONS

All applicable laws and regulations of the Federal Government, State of Florida, Special Districts, and ordinances of Miami-Dade County and the Town shall apply to any Contract awarded as a result of this Request for Proposal. Specific reference is made to Town Ordinance 09-1543 which allows a five (5%) per cent local preference in scoring to holders of current Town local Business Tax Receipts for business which are physically located with the Town of Surfside limits and three (3%) per cent to local businesses located within a ten (1) mile radius of the Town’s corporate limits.

1.20 ATTACHMENTS

The Exhibits to this RFP are as follows:

Attachment “A”	Public Entity Crime Affidavit
Attachment “B”	Non-Collusive Affidavit
Attachment “C”	Anti-Kickback Affidavit
Attachment “D”	Drug Free Workplace Affidavit
Attachment “E”	Resort Tax Ordinance
Attachment “F”	Sample Audit Forms

Attachment "A"
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted
to _____

by _____

for _____

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN)

(If the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement:

- _____
2. I understand that a "public entity crime" as defined in Paragraph 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market

value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which one (1) of the following three (3) statements is applicable.)

_____ (1) Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ (2) The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ (3) The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

SIGNATURE OF AFFILIANT

(Printed or Typed Legal Name of Affiant)

STATE OF FLORIDA)
)ss.
COUNTY OF MIAMI-DADE)

The foregoing Form was acknowledged before me this_____ day of _____, 2011, by _____, as _____ of _____, a Florida corporation, on behalf of said corporation and limited partnership. He/She personally appeared before me and is personally known to me.

{ NOTARY SEAL }

Notary: _____
Print Name _____
Notary Public, State of Florida
My Commission Expires: _____

Attachment "B"
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The undersigned being first duly sworn as provided by law, deposes, and says:

1.1. This Affidavit is made with the knowledge and intent that it is to be filed with the Town of Surfside Town Commission and that it will be relied upon by said Town, in any consideration which may give to and any action it may take with respect to this proposal.

1.2. The undersigned is authorized to make this Affidavit on behalf of, _____ (*Name of Corporation, Partnership, Individual, etc.*), a corporation duly organized and existing under the laws of the State of _____ of which he is _____ (*Sole Owner, Partner, President, etc.*)

1.3. Neither the undersigned nor any person, firm, or corporation named in above Paragraph 1.2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the Town, also that no head of any department or employee therein, or any officer of the Town of Surfside, Florida is directly interested therein.

1.4. This proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 1.2 has not colluded, conspired, connived or agreed directly or indirectly with any Proposer or person, firm or corporation, to put in a sham proposal, or that such person, firm or corporation, shall refrain from Proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other Proposer; and all statements contained in the proposal or proposals described above are true; and further; neither the undersigned, nor the person, firm or corporation named above in Paragraph 1.2, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

The foregoing Affidavit was acknowledged before me this _____ day of _____, 2011, by _____, as _____ of _____, a Florida corporation, on behalf of said corporation and limited partnership. He/She personally appeared before me and is personally known to me.

{ NOTORIAL SEAL }

Notary: _____

Print Name: _____

Notary Public, State of Florida

My Commission Expires: _____

Attachment "C"

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed will be paid to any employees of the Town of Surfside, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 2011

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

Attachment "D"
DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature (Blue ink only)

Print Name

Title

Date

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of _____ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2011.

My Commission Expires: NOTARY PUBLIC

Attachment "E"

ORDINANCE NO. 11- 1574

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 70 AND SPECIFICALLY ARTICLE IV "RESORT TAX" DIVISION 1 "RESORT TAX" AND DIVISION 2 "RESORT TAX BOARD" SPECIFICALLY AMENDING SECTIONS 70-106 THROUGH 70-111; AND CREATING SECTIONS 70-112 THROUGH 70-127, OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town of Surfside ("Town") proposes to amend its Code of Ordinances to amend guidelines for imposition and collection of the resort tax and to create a Resort Tax committee.

WHEREAS, The Town Commission held its first public reading on April 12, 2011 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, The Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on May 10, 2011 and further finds the proposed change to the Code necessary and in the best interest of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA as follows:

Section 1. Recitals. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance..

Section 2. Code Amendment. The code of the Town of Surfside, Florida is hereby amended as follows:

Ordinance No. 11-1574

ARTICLE IV. RESORT TAX*

*Charter references: Resort tax, § 69-A.

DIVISION 1. Resort Tax.

Sec. 70-106. Tax imposed. Short title of article.

~~In addition to all other taxes of every kind imposed by law there is hereby imposed and levied a resort tax of four percent upon the rent of rooms in any hotel, motel or apartment house, as same are defined in F.S. ch. 212, and two percent upon the retail sale of all items of food, beverages and alcoholic beverages, other than beer or malt beverages, sold at retail for consumption on the premises of any place of business required by law to be licensed by the state division of hotels and restaurants or by the state division of alcoholic beverages and tobacco, provided that the tax shall not apply to sales which are less than \$0.50. Nothing contained in this section shall be construed to impose a tax upon, or be applicable to, the unexpired term of any bona fide written lease in effect prior to the effective date of the ordinance from which this article was derived, or any renewal thereof within the same hotel, motel or apartment house, which is otherwise exempt pursuant to subsection 70-110(5). This article shall be known as the Surfside Resort Tax Ordinance.~~

Sec. 70-107. ~~Payment and collection.~~ Definitions.

~~The resort tax imposed under this article shall be collected from the person paying the rent and the person purchasing food, beverages and alcoholic beverages for consumption on the premises. It shall be the duty of every person renting a room or rooms, and every person selling at retail for consumption on the premises, food, beverages and alcoholic beverages, other than beer or malt beverages, in acting as the tax collection medium or agency of the town, to collect from the person paying the rent or the retail sales price, for the use of the town, the tax imposed and levied under section 70-106.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: Apartment House means any building or part thereof where separate accommodations for two or more families living independently of each other are supplied to transient or permanent Guests or tenants either owned or operated by an individual, trust, or corporate entity. The term "apartment house" shall include houses, condominium, bungalow courts, timeshare rentals, and all other dwellings or similar character.~~

~~Appeal is the process for requesting a formal change to an official decision.~~

~~Audit means an examination and verification of accounting records and supporting documents.~~

~~False or Fraudulent Return means a return that is filed with incorrect and/or incomplete information.~~

~~Guest means any person making a retail purchase of (a) food or beverages; or (b) alcoholic beverages sold at retail for consumption on the premises, at any Restaurant or other business premises required by law to be licensed by the State Hotel and Restaurant Commission or by the State Beverage Department.~~

~~Hotel and Motel mean every building or other structure kept, used, maintained, advertised as or held out to the public to be a place where sleeping accommodations are supplied for pay to transient or permanent Guests or tenants, whether or not there is, in connection with any of the~~

building, any dining room, cafe or other place where meals or lunches are sold or served to Guests.

Lawful means obeying or conforming to the law.

Occupancy means the use or possession or the right to the use or possession of any Room in a Hotel, Motel or Apartment House, or the right to the use or possession of the furnishings or to the services and accommodations accompanying the use and possession of such Room.

Occupant means a person who, for a consideration, uses, possesses or has the right to use or possess any Room in a Hotel, Motel or Apartment House under any lease, concession, permit, right of access, license to use or other agreement, or otherwise.

Operator means any person operating a Hotel, Motel, Apartment House or any person operating a Restaurant or other premises serving or selling at retail food or beverages, and of alcoholic beverages sold at retail for consumption on the premises, at any place of business required by law to be licensed by the State Hotel and Restaurant Commission or by the State Beverage Department in the Town, including but not limited to the Owner or Proprietor of such premises, the lessee, sublessee or mortgagee in possession, the licensee, or any other person otherwise operating such Hotel, Motel, Apartment House, Restaurant or other premises.

Person means an individual, partnership, society, association, joint stock company, corporation, estate receiver, trustee, assignee, referee or any other Person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, and any combination of individuals.

Rent means the consideration received for Occupancy, valued in money, whether received in money or otherwise, including all receipts, cash, credits and Property or services of any kind or nature, and also any amount for which credit is allowed by the Operator to the Occupant, without any deduction therefrom whatsoever.

Restaurant means any business or place for the serving of food or beverages required by law to be licensed by the Hotel and Restaurant Commission of the State, or any premises required by law to be licensed by the State Beverage Department for the sale of alcoholic beverages.

Return means any return filed or required to be filed as provided in this article.

Room means any room of any kind in any part or portion of a Hotel, Motel or Apartment House, which is available for or let out for use or possession for any purpose other than as a place of public assembly.

Sales Price means the retail sales price charged by the Operator to a Guest, consumer or any other Person for each sale of food or beverages sold at retail, and of alcoholic beverages sold at retail for consumption on the premises.

Special master or special magistrate means a person appointed pursuant to this chapter.

Take Out means consumption away from and/or within the environs of the business.

Town Manager means the Town Manager of the Town or designee.

Unlawful means not obeying and not conforming to the law.

Sec. 70-108. Tax returns; due date; forms, etc. Violations of article generally

~~It shall be the duty of each person acting as the tax collection medium or agency of the town, as described in section 70-106, to make a return to the town manager on or before the last day of the month following the close of each calendar month, on forms provided by the town manager, of the total nonexempt rents or sales prices charged and received together with the amount of tax collected. Payment of the amount collected must accompany each report. All taxes collected by a~~

~~tax collection medium or agency shall be held in trust for the account of the town until actual payment thereof has been made to and receipted for by the town manager.~~

~~(a) Any Operator or other Person who fails or refuses to register as required in this article or to furnish any Return required to be made, or who fails or refuses to furnish a supplemental Return or other data required by the Town Manager, or who renders a false or fraudulent Return or claim shall be guilty of a violation of this article and shall be punishable as provided in section 1-8.~~

~~(b) Any Person required to make, render, sign or verify any report or claim who makes any false or fraudulent report or claim with intent to defeat or evade the determination of any amount due required by this article shall be guilty of a violation of this article and shall be punishable as provided in section 1-8.~~

~~(c) In addition to the foregoing the Town, in its sole discretion, may revoke all other licenses including, but not limited to, Certificate of Occupancy, Certificate of Use, and such other licenses as permitted by law.~~

Sec. 70-109. Use of tax revenue. Imposition; amount.

~~(a) Any and all funds received under and by virtue of the resort tax imposed by this article shall be used for no other purpose than as follows:~~

~~(1) Tax collection expense. Payment of necessary expenses of collecting, handling and processing of such tax.~~

~~(2) Promotion of town. For publicity, advertising, promotional events and tourist and convention bureau activities, including at least one annual publication listing all hotels, motels, apartment houses, business and community facilities with an outline of their accommodations, the information of which will be beneficial and necessary for the promotion of tourism.~~

~~(3) Town facilities. Any monies not expended for the items set forth above in subsections (1) and (2) of this subsection (a) shall be used for capital improvements and maintenance of the town's facilities, limited only to the community center, prevention of beach erosion and the enlarging, care, maintenance and beautification of the town's public beaches, all of the foregoing being necessary adjuncts to the promotion of tourism in the town.~~

~~(4) Allocation. In order to facilitate budget procedures and enunciate commission policy, the funds received shall be allocated and used in the following percentages:-~~

~~a. Five percent of total resort tax for tax collection expense.~~

~~b. Forty five percent of resort tax attributable to retail sales and two percent on room rentals for promotion of town.~~

~~c. Fifty percent of resort tax attributable to retail sales and two percent on room rentals for town facilities.~~

~~d. One hundred percent of resort tax attributable to two percent on room rentals for community center and tourism related facilities.~~

~~(b) Anything in this section to the contrary notwithstanding, ultimate and final decision for appropriation of funds in the resort tax budget shall remain with the town commission for implementation upon adoption of the town budget.~~

~~(c) If the resort tax proceeds in any fiscal year exceed or are less than the budgeted amount, expenditures in the above three categories shall be adjusted proportionately in that fiscal year.~~

(a) There is hereby levied and there shall be paid a tax of four percent (4%) on the Rent of every Occupancy of a Room in any Hotel, Motel or Apartment House in the Town, and also two percent (2%) upon the total Sales Price of all items of food or beverages sold at retail and of alcoholic beverages, including all refrigerated beverages, sold at retail for consumption on the premises or consumption away from and/or within the environs of the business (take out) of any Restaurant or business selling such items.

(b) As provided by Ordinance No. 1286, enacted on August 11, 1992, in lieu of the tax imposed and levied pursuant to section 70-109(a) above, there is hereby imposed and levied a municipal resort tax:

(1) Upon the Rent of every Occupancy of a Room or Rooms in any Hotel, Motel, Apartment House, as the same are defined in Part I, Chapter 212, Florida Statutes, in the Town, at the rate of four percent (4%) of the Rent received by the Person renting such Room or Rooms from the person paying such Rent; and

(2) Upon the retail sale price of all items of food or beverages sold at retail, and of alcoholic beverages, including all refrigerated beverages, sold at retail for consumption on the premises or consumption away from and/or within the environs of the business (take out) of any Restaurant or at any place of business selling such items in the Town required by law to be licensed by the State Hotel and Restaurant Commission or by the State Beverage Department, at the rate of two percent (2%) of such retail sales price.

(c) The tax shall constitute a debt owed by the Occupant or Guest to the Town which shall be extinguished only by payment to the Operator or to the Town. The Occupant or Guest shall pay the tax to the Operator of the Hotel, Motel, Apartment House or Restaurant at the time the Rent or the Sales Price is paid. If the Rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the Occupant's ceasing to occupy space in the Hotel, Motel or Apartment House. The Operator is solely responsible for payment to the Town regardless of the Operator's collection deficiencies and/or inability to collect from the Occupant or Guest.

Sec. 70-110. Exemptions, applicability.

The resort tax authorized in this article shall not be imposed or levied upon or collected from:

(1) Any person who shall reside continuously longer than six months at any one hotel, apartment house or roominghouse, and shall have paid the tax levied by this section for six months of residence in any one hotel, roominghouse or apartment house.

(2) Any federal, state, county or municipal government or agency thereof.

(3) Nonprofit religious, educational or charitable corporations or institutions when engaged in religious, educational or charitable activities within the purview of their nonprofit or charitable purposes.

(4) Transactions involving less than \$0.50.

(5) Any person who is or becomes an occupant under a written lease for a period of 12 consecutive months or more in any apartment, motel or hotel in the town.

(a) No municipal resort tax shall be imposed pursuant to this article upon:

(1) Federal, State or Town governments, or any agency thereof.

(2) Any nonprofit religious, nonprofit educational or nonprofit charitable institution when engaged in carrying on the customary nonprofit religious, nonprofit educational or nonprofit charitable activities.

(3) Persons and transactions exempted as provided by section 4, chapter 67-930, Laws of Florida, 1967.

(b) No municipal resort tax shall be paid on any transaction involving Rent or a Sales Price of less than fifty cents (\$.50). No municipal resort tax shall be imposed or paid on any Rents collected under a written lease for a period longer than six consecutive months.

Sec. 70-111. Penalties and interest. Registration required; registration certificate.

~~In addition to any other penalties, the following are hereby levied and imposed upon each person acting as the tax collection medium or agency of the town, as described in section 70-106, for failure to follow and comply with this article:~~

~~(1) Original delinquency. Any person who fails to remit the resort tax imposed by this article within the time provided shall pay a penalty equal to ten percent of the amount of such tax, in addition to the full amount of such tax.~~

~~(2) Continued delinquency. Any person who fails to remit the resort tax imposed by this article on or before the 30th day following the date upon which such tax has become delinquent shall pay a second penalty equal to ten percent of the amount of such tax, in addition to the full amount of such tax and the first ten percent penalty.~~

~~(3) Fraud. If the town manager determines that the nonpayment of any resort tax imposed by this article is due to fraud, a penalty equal to 25 percent of the amount of such tax shall be paid in addition to the penalties imposed by this section.~~

~~(4) Interest. Any person who fails to remit the resort tax imposed by this article within the time provided shall pay interest at the rate of one half of one percent per month, or portion thereof, on the full amount of such tax, exclusive of penalties from the date upon which such tax first became delinquent until fully paid.~~

(a) Within 30 days after the effective date of the ordinance from which this article is derived, or within 30 days after commencing business, whichever is later, each Operator of any Hotel, Motel, Apartment House or Restaurant shall register the Hotel, Motel, Apartment House or Restaurant with the Town Manager and obtain a resort tax registration certificate, to be posted in a conspicuous place on the premises at all times. The certificate shall, among other things, state the following:

(1) The name of the Operator, mailing address and names of the corporate officials if applicable.

(2) The address of the Hotel, Motel, Apartment House or Restaurant.

(3) The date upon which the certificate was issued.

(b) Such certificate shall contain the following statement:

"This Resort Tax Registration Certificate signifies that the Person named on the face hereof has fulfilled the requirements of the Resort Tax Ordinance by registering with the Town Manager for the purpose of collecting from Occupants or Guests the Resort Tax and remitting said tax to the Town Manager. This certificate does not authorize any Person to conduct any unlawful business in an unlawful manner, nor to operate a Hotel, Motel, Apartment House or Restaurant without strictly complying with all local applicable laws, including but not limited to those requiring a

permit from any board, commission, department or office of this Town. This certificate does not constitute a permit."

(c) Such registration certificate shall not be assignable or transferable, and each new Operator shall be required to obtain a new registration certificate.

(d) All businesses must secure an annual Business Tax Receipt, an annual Occupational License, Certificate of Occupancy and Certificate of Use. As permitted by law the issuing of these licenses is conditional upon payment of all outstanding Resort Tax Returns.

Sec. 70-112. Collection by Operator.

Each Operator shall collect the tax imposed by this article to the same extent and at the same time as the Rent or Sales Price is collected from every Occupant or Guest. No Operator shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the Operator; that it will not be added to the Rent or Sales Price; or that, if added, any part will be refunded except in the manner provided in this article.

Sec. 70-113. Records to be maintained by Operator.

It shall be the duty of every Operator to keep all records as may be necessary to determine the amount of tax due pursuant to this article and to preserve such records for a period of three years. The Town Manager, or his/her designee including independent auditors, shall have the right to inspect such records at all reasonable times and to conduct an audit as deemed necessary. The following records shall be kept available for inspection/audit: invoices of product purchases, sales receipts, tax receipts submitted to the State of Florida, tax returns, and all other relevant documents.

Sec. 70-114. Refunds.

(a) Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the Town under this article, it may be refunded as provided in subsections (b) and (c) of this section, provided a claim in Writing therefore, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the Town Manager within one year of the date of payment. The claim shall be on forms furnished by the Town Manager.

(b) An Operator may claim as a refund or take as credit against taxes collected and remitted the amount overpaid, paid more than once, or erroneously or illegally collected or received, or when it is established in a manner prescribed by the Town Manager that the Person from whom the tax has been collected was not an Occupant or Guest lawfully subject to the tax collected pursuant to this article; provided, however, that neither a refund nor a credit shall be allowed unless the amount of the tax so collected has either been refunded to the Occupant or Guest or credited to Rent subsequently payable by the Occupant or Guest to the Operator.

(c) An Occupant or Guest may obtain a refund of taxes overpaid, paid more than once, or erroneously or illegally collected or received by the Town, by filing a claim in the manner provided in subsection (a) of this section, but only when the tax was paid by the Occupant or Guest directly to the Town Manager or when the Occupant or Guest, having paid the tax to the Operator, establishes to the satisfaction of the Town Manager that the Occupant or Guest has been unable to obtain a refund from the Operator who collected the tax.

(d) No refund shall be paid under the provisions of this section unless the claimant establishes his right thereto by written records showing entitlement thereto with supporting documents as

outlined in section 70-113. No refund or credit shall be allowed unless a signed affidavit and claim in writing is timely filed with the Town Manager as described in subsection (a) above.

Sec. 70-115. Operator's credit for collecting tax.

For the purpose of compensating the Operator for the keeping of prescribed records and the proper accounting and remitting of taxes by him, such Operator shall be allowed two percent of the amount due and accounted for and remitted to the Town, in the form of a deduction, in submitting his report and paying the amount due by him, and the Town Manager shall allow such deduction of two percent of the amount of the tax to the Person paying the tax for remitting the tax in the manner provided in this article and for paying the amount due to be paid by him. The amount of compensation is not to exceed \$50.00 per monthly remittance per registered business. The two percent allowance shall not be granted, nor shall any deduction be permitted, where the tax is delinquent at the time of payment or where there is a manifest failure to maintain proper records or make proper prescribed reports.

Sec. 70-116. Filing of Return; Remittance of tax.

Each Operator shall, on or before the 30th day of the month following the close of each calendar month, or at the close of any longer reporting period which may be established by the Town Manager, make a Return on forms provided by the Town Manager, of the total Rent or Sales Prices charged and received and the amount of tax collected. Operators shall file a Zero return if applicable. At the time the Return is due and filed, the full amount of the tax collected, less the applicable Operator's credit for collecting tax shall be remitted to the Town Manager. Applicable penalties will be applied for any late submittal of Returns and the Operator's credit will not qualify. The Town Manager may, establish shorter reporting periods for any certificate holder if he deems it necessary in order to ensure collection of the tax, and he may require further information on the Return. Returns and payments are due immediately upon cessation of business for any reason. All Returns shall be accompanied with copies of tax receipts filed with the County/State. The Town reserves the right to conduct a Resort Tax Audit of the participating businesses. All taxes collected by Operators pursuant to this article shall be held in trust for the account of the Town until payment thereof is made to the Town. The filing of Returns electronically is mandatory upon notification from the Town Manager.

Sec. 70-117. Delinquency penalties; interest.

(a) Original delinquency. Any Operator who fails to remit any tax imposed by this article within the time required shall pay a penalty of ten percent of the amount of the tax in addition to the amount of the tax.

(b) Continued delinquency. Any Operator who fails to remit such tax on or before the 30th day following the date on which the tax first became delinquent shall pay a second delinquency penalty of ten percent of the amount of the tax in addition to the amount of the tax, plus the ten percent penalty first imposed.

(c) Fraud. If the Town Manager determines that the nonpayment of any tax due under this article is due to fraud, a penalty of 25 percent of the amount of the tax shall be added thereto in addition to the penalties stated in subsections (a) and (b) of this section.

(d) Interest. In addition to the penalties imposed, any Operator who fails to remit any tax imposed by this article shall pay interest, at the rate of one percent per month or fraction thereof,

on the amount of the tax, exclusive of penalties, from the date on which the tax first became delinquent until paid.

(e) Penalties and interest merged with tax. Every penalty imposed and such interest as accrues under the provisions of this section shall become a part of the tax required to be paid under this article.

Sec. 70-118. Failure to collect and report tax; determination of tax by Town Manager.

(a) If any Operator shall fail or refuse to collect the tax imposed by this article and to make, within the time provided in this article, any report and payment of the tax or any portion thereof required by this article, the Town Manager shall proceed in such manner as he may deem best to obtain facts and information on which to base his estimate of the tax due. As soon as the Town Manager shall procure such facts and information as he is able to obtain, upon which to base the assessment of any tax imposed by this article and payable by any Operator who has failed or refused to collect the tax and to make such report and payment, the Town Manager shall proceed to determine and assess against such Operator the tax, interest and penalties provided for by this article.

(b) If any operator charged in this section fails or refuses to make his records available for inspection so that no audit or examination has been made of the books and records of such operator or person, fails or refuses to register as an operator, or fails to make a report and pay the tax as provided by this division, or makes a grossly incorrect report, or makes a report that is false or fraudulent, it shall be the duty of the Town to make an assessment from an estimate based upon the best information then available to it for the taxable period of sales or rentals, together with interest, plus penalty, if such have accrued, as the case may be. Then the Town shall proceed to collect such taxes, interest and penalty on the basis of such assessment, which shall be considered prima facie correct; and the burden to show the contrary shall rest with the operator.

(c) The Town Manager may charge a reasonable fee for obtaining information which requires the ascertainment of the amount of any tax collected by the Operator or any prorations and any expenses entailed by the Town in determining the prorations of any amount collected or due upon any transfer.

(d) In case such determination is made, the Town Manager shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the Operator so assessed, at his last known address. Such Operator may, within five business days after the serving or mailing of such notice:

- (1) pay the amount due and any additional assessed fees in the manner and within the time indicated on the notice; or
- (2) Request an administrative hearing before a special master to appeal the decision of the Town Manager which resulted in the assessed tax, interest, and penalties.

(e) An appeal of the determination of the tax notice shall be accomplished by filing a request in writing setting forth the specific grounds of fact and in law for the appeal, at the address indicated on the tax determination notice, not later than five business days after the service of the tax determination notice. Failure of the named violator to appeal the decision of the Town Manager within the prescribed time period shall constitute a waiver of the violator's right to an administrative hearing before a special master. A waiver of the right to an administrative hearing shall be treated as an admission of the violation, and the penalties shall be assessed accordingly.

(f) If the named violator, after service of the tax determination notice, fails to pay the tax assessed, interest, and penalties, or timely request an administrative hearing before a special master, the Town Manager shall prepare an affidavit of default. The affidavit must so reflect and must set forth a request that the special master issue an order finding the violator guilty of a continuing violation, imposing continuing delinquency penalties to be effective beginning on the date of the tax determination notice, and ending at the date the taxes, fees, and penalties are paid. The Town manager in consultation with a special master, shall set the matter down for hearing on the next regularly scheduled hearing date or as soon thereafter as practicable.

Sec. 70-119. Hearing procedures; enforcement of orders.

(a) Upon receipt of a named violator's timely request for an administrative hearing for any tax determination notice, or upon receipt of affidavit(s) of noncompliance from the Town Manager, the special master shall set the matter down for hearing on the next scheduled hearing date or as soon thereafter as possible.

(b) The manager shall send a notice of hearing by first class mail to the named violator at his last known address. The notice of hearing shall include, but not be limited to, the following:

(1) The name of the Town Manager or designee who issued the tax determination notice.

(2) The factual description of the alleged violation constituting reasonable cause.

(3) The date of alleged violation.

(4) The section of the Code allegedly violated.

(5) The place, date and time of the hearing.

(6) The right of a violator to be represented by an attorney.

(7) The right of violator to present evidence, witnesses and cross-examine witnesses, if not waived pursuant to section 70-118(e).

(8) Notice that failure of the violator to attend the hearing may result in a civil penalty and administrative hearing costs being assessed.

(9) Notice that requests for continuances will not be considered unless received by the special master at least five calendar days prior to the date set for the hearing, and absent a showing of good cause.

(c) If there are cases to be heard, the special master shall call hearings on a monthly basis or upon the request of the manager, no hearing shall be set sooner than ten calendar days from the date of service of the civil violation notice, excluding Saturdays, Sundays and holidays.

(d) A hearing date shall not be postponed or continued unless a request for continuance, showing good cause for such continuance, is received in writing by a special master and the manager at least five calendar days prior to the date set for the hearing.

(e) All hearings of a special master shall be open to the public. All testimony shall be under oath. Upon proper prior notice, a hearing shall proceed in the absence of the named violator or the special master may enter a default order.

(f) The proceedings at the hearing shall be recorded and may be transcribed at the expense of the party requesting the transcript.

(g) The town clerk shall provide clerical services and the manager shall provide administrative personnel as may be reasonably required by special masters for the proper performance of their duties.

(h) Each case before a special master shall be presented by the manager, his or her designee or the town attorney. The manager shall have the authority to retain legal counsel for the special

master upon request.

(i) The hearing need not be conducted in accordance with the formal rules relating to evidence and witnesses, but fundamental due process shall be observed and shall govern the proceedings.

(j) Each party shall have the right to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witnesses regardless of which party first called that witness to testify; and to offer rebuttal of the evidence.

(k) A special master shall make findings of fact and conclusions of law based on evidence of record. In order to make a finding upholding the town manager's decision, a special master must find that a preponderance of the evidence indicates that the named violator was responsible for the violation of the relevant section of the Code.

(l) The fact-finding determination of the special master shall be limited to whether or not the violation alleged occurred, and, if so, whether the person named in the notice of violation may be held responsible for that violation. Based upon this fact-finding determination, a special master shall either affirm or reverse the decision of the town manager as to the responsibility of the named violator of the code violation. If a special master reverses the decision of the Town Manager and finds the named violator not responsible for the code violation in the alleged civil violation notice because the town did not present a preponderance of evidence to indicate that such violator is responsible for the violation, then, and in that case, the named violator shall not be liable for the payment of any civil penalty, absent reversal of the special master's findings pursuant to section 70-120 hereof.

(n) If the decision of the special master is to affirm the decision of the town manager, the following elements shall be included:

(1) The amount of tax, fees, and penalties in the tax determination notice and as otherwise provided for herein.

(2) Administrative costs of hearing in the amount of not less than \$200.00.

(3) The date by which the violation must be corrected to prevent resumption of continuing violation penalties, if any.

(o) If correction is not made within the period set by the special master, continuing violation penalties shall begin to accrue again after the time for correction has run and the Town Manager has filed an affidavit of noncompliance and a notice of continuing violation. The Town Manager shall serve on the violator a copy of the affidavit of noncompliance and a notice of continuing violation which shall include the following:

(1) Date of issuance.

(2) A reference to the order of the special master that continues to be violated.

(3) Notice of the right to request an administrative hearing before the special master and instructions on how to file the request.

(4) Notice that failure to request an administrative hearing within 5 business days after the date of the notice of continuing violation shall constitute a waiver of the right to a hearing.

(5) Notice that the hearing is strictly limited to whether and when the violator complied with the order of the special master.

(6) Notice that the violator shall be liable for the reasonable costs of the administrative hearing if the violator is unsuccessful at the hearing. At reasonable intervals, a violator may request an inspection to determine compliance with an order of the special master. After his inspection, the town manager shall issue an affidavit of noncompliance and notice of continuing violation or an affidavit of compliance, in recordable form, as appropriate.

Sec. 70-120. Appeals.

(a) An aggrieved party, including the town, may appeal a final order of a special master to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the special master. An appeal shall be filed within 30 calendar days of the issuance of the order sought to be overturned. Failure to make such appeal within the prescribed 30-day period shall render the findings of the special master conclusive, binding and final.

(b) Unless the findings of a special master are overturned in a proceeding held pursuant to this section, the findings of the special master shall be admissible in any proceeding to collect unpaid penalties.

(c) No aggrieved party other than the town may apply to the court for relief unless such party has first exhausted all remedies provided for in this chapter and has taken all available steps provided in this chapter. It is the intention of the town that all steps provided by this chapter shall be taken before any application is made to the court for relief, and no application shall be made by any aggrieved party other than the town to a court for relief except from an order issued by a special master pursuant to this chapter. It is the intention of the town that, notwithstanding anything to this chapter to the contrary, the town shall retain all rights and remedies otherwise available to it to secure compliance with or prevent violations of the Code. For purposes of an appeal, the clerk shall make available, for public inspection and copying, the record upon which each final order of a special master is based. The clerk shall make a reasonable charge, commensurate with the cost for the preparation of the official record on appeal and transmittal thereof to the circuit court, for making certified copies of any record or portion thereof.

Sec. 70-121. Actions to collect, enforcement.

(a) Any tax required to be paid by any Occupant or Guest under the provisions of this article shall be deemed a debt owed by the Occupant or Guest to the Town. Any such tax collected by an Operator which has not been paid to the Town shall be deemed a debt owed by the Operator to the Town. Any Person owing money to the Town under the provisions of this article shall be liable to an action brought in the name of the Town for the recovery of such amount and all reasonable and applicable administrative and legal fees.

(b) The Town shall have the same duties and privileges as the Department of Revenue under F.S. Chapter 212, Part I, and may use any power therein granted to the Department of Revenue, including enforcement and collection procedures and penalties.

Sec. 70-122. Taxes to constitute special fund.

(a) The total receipts of the Resort Tax portion from the tax imposed and levied pursuant to this article shall be kept and maintained in a separate fund and shall in no event be transferred to the general fund. The use of this fund is subject to the budgetary process of the Town on a fiscal year basis. A budget for the utilization of this fund must be submitted for the Town Commission approval as a part of the budget adoption process. A minimum of thirty-four (34) percent of the fund shall be used for the promotion of the tourist industry under the annual Tourist Bureau budget, which shall include but not be restricted to the following: publicity, advertising, promotional events, tourist bureau activities.

Division 2. Resort Tax Board.

Sec. 70-123. Created.

There is hereby established a Resort Tax Board as a governmental agency of the Town ("the Board").

Sec. 70-124. Composition; appointment; vacancies; compensation; removal from office, etc.

a) *Number, Term and Qualification of Members.* The Board shall consist of five members. Each Commissioner shall appoint one Board Member. All appointed Board members must be ratified by a vote of the Town Commission. Any newly elected Commissioner has the right to appoint a Resort Tax Board member unless the corresponding appointment has yet to reach the end of their two year term. Each of the five members shall be persons who either work or reside in Surfside and at least three of the five members shall be persons who have experience in tourism and/or tourism related activities. One Town Commissioner shall serve as a non-voting ex-officio member of the Board.

(c) *Vacancies.* Any vacancies occurring on the Board shall be filled at the earliest possible date by the Town Commission for the remainder of the unexpired term.

(d) *Reappointment.* Board members shall be eligible for reappointment and shall hold office until their successors have been duly appointed and qualified.

(e) *Compensation of Members.* Members of the Board shall serve without compensation but shall be reimbursed for necessary expenses occurred in the performance of the official duties, as shall be determined and pre-approved by the Town Commission.

(f) *Acceptance of Appointment;* Before entering upon the duties of office, each Board member shall file a written acceptance of appointment and take and subscribe to-- the oath of office prescribed by law, which shall be filed in the office of the Town clerk. Each appointed member is required to provide the Town Clerk with a Form 1-Statement of Financial Interests, within three business days of being appointed to the Board.

(g) *Removal of Members From Office; Attendance.* A Board Member may be removed from office only by a majority vote of the entire membership of the Town Commission; however, whenever a Board member shall fail to attend three consecutive meetings without prior notification to the Director or Town Manager, the chairman shall certify such non-attendance to the Town Commission, and, upon such certification, the Board member shall be deemed to have been removed and the Town Commission shall fill the vacancy pursuant to paragraph (c) above.

Sec. 70-125. Organization.

(a) [*Generally.*] The members of the Board shall select a chairman from among the members who shall serve at the pleasure of the Board, and such other officers as deemed necessary or desirable. A member of the Town Commission shall serve as a non-voting ex-officio member of the Board.

(b) *Staff.* A Director, or other Town Manager designee, shall oversee the daily operation and administering of the Resort Tax Board and will work with the Board to achieve budgetary objectives. The Town manager shall provide adequate clerical and other administrative backup for the Board.

(c) *Minutes.* Minutes of each Board meeting shall be kept and prepared under supervision and direction of the Board. Copies of the minutes shall be filed with the Town clerk.

(d) *Rules and Regulations.* The Board shall make and prescribe such rules and regulations reasonably necessary and appropriate for the Board's activities.

Sec. 70-126. Power and Duties.

The Board shall have the following enumerated powers and duties.

(1) To adopt and/or amend procedures as it related to publicity, advertising, promotional events, Tourist Board activities.

(2) To expend resort tax funds collected pursuant to Chapter 70 of the Town Code. Specifically, those amounts allocated by the Commission during their annual budgetary process, the minimum being thirty-four (34) percent of the Resort Tax collected, to advertising promotion and special events as part of the Tourist Bureau budget.

(3) To employ or retain an advertising and/or public relations consultant and/or firm as it relates to specific Tourist Board activities. The Tourist Board shall designate a member to assist the Town Manager, upon request, in the process of selecting a Director for the department.

(4) To authorize placement of advertising in various media.

(5) To organize special events for the promotion of Surfside as a tourist destination.

(6) To submit an Annual Report to the Town Commission every May as part of the budgetary process.

Sec. 70-127. Compliance with applicable law.

The Board shall comply with all applicable provisions of state law, county ordinances and the Town Code, including but not limited to those pertaining to public records, open meetings, financial disclosure and those with respect to competitive bidding requirements for purchase of goods and services.

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective ten (10) days after adoption on second reading.

PASSED and ADOPTED on first reading this 10 day of May, 2011.

PASSED and ADOPTED on second reading this 14 day of June, 2011.


Daniel Dietch, Mayor

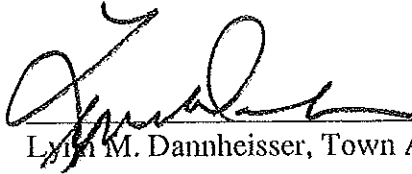
Attest:



Debra E. Eastman, M.M.C., Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Ordinance No. 11-1574


Lynn M. Dannheisser, Town Attorney

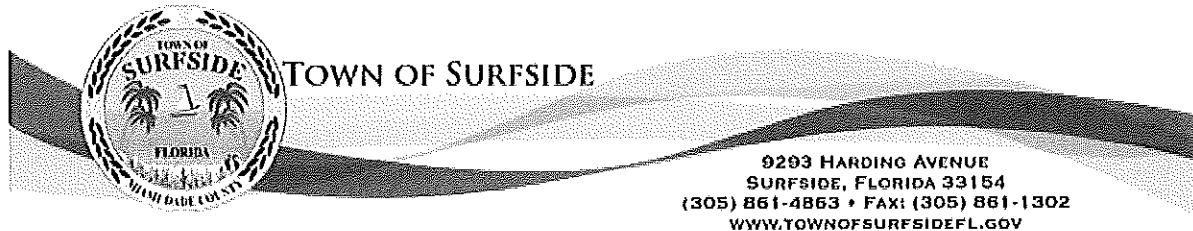
On ^{Second} Reading Moved by: Commissioner Kopelman

On Second Reading Seconded by: Commissioner Karukin

Vote:

Mayor Dietch	yes <u>✓</u>	no <u> </u>
Vice Mayor Graubart	yes <u>✓</u>	no <u> </u>
Commissioner Karukin	yes <u>✓</u>	no <u> </u>
Commissioner Kopelman	yes <u>✓</u>	no <u> </u>
Commissioner Olchuk	yes <u>✓</u>	no <u> </u>

Ordinance No. 11-1574



Attachment "F": Sample Audit Forms

Company Name
Address

Date

IMPORTANT

NOTICE OF AUDIT

Article IV, Division 1, Ordinance 11-1574 of the Code of the Town of Surfside imposes the Resort Tax that you collect and Section 70-112 & 70-113 of this code states:

(To be added)

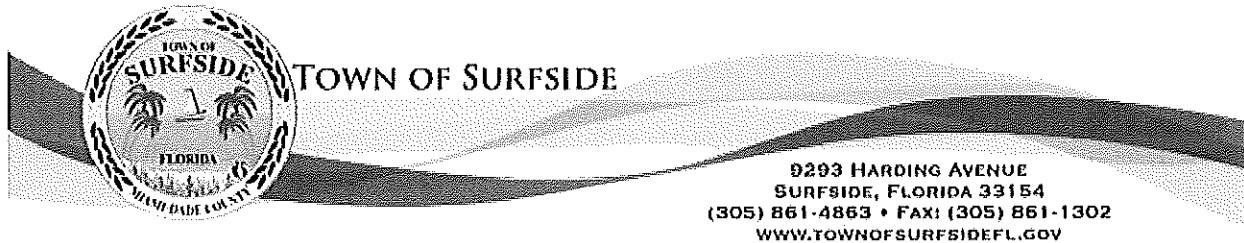
Pursuant to the above, notice is hereby given for your business to make available to this office the books and records as they pertain to your Town of Surfside Resort Tax.

Our Firm is under contract with the Town of Surfside to perform an audit of your company. This assignment may be verified by contacting the Town of Surfside Tourist Bureau at (305) 864-0722.

Please contact the undersigned at _____ within the next five (5) days to set up mutually agreed upon dates for a pre-audit interview and appointment for this audit to commence. Failure to respond within that time period could result in an estimated tax liability plus penalties and interest.

Sincerely,

Name
Title



Attachment "F": Sample Audit Forms
10 DAY NOTICE LETTER

*Business
C/O
Address
Address*

Date

Dear Owners:

Our records indicate that you have failed to:

- ☐ *Respond to Audit Request*
- ☐ *Other.*
- ☐ *Please contact the undersigned at Ph*

Please be advised that failure to comply with the above marked item is considered a criminal violation of Ordinance # 11-1574 Article IV Resort Tax.

Please contact this office within ten (10) days of the date of this letter in order to resolve the above violation(s). Failure to respond within that time will result in alternative actions being taken.

Sincerely,

Attachment "F": Sample Audit Forms

TOWN OF SURFSIDE, FLORIDA RESORT TAX AUDIT PROGRAM MONTHLY ACCOUNTS - RESTAURANT AND BARS

PRELIMINARY WORK

NOTIFICATION LETTER: _____
PRE-AUDIT INTERVIEW: _____

AUDIT INTERVIEW QUESTIONNAIRE FOOD & ALCOHOL OPERATIONS

Business Name: _____

Date: _____

What are your business hours and days of operation? _____

What is the seating/occupancy capacity? _____

How many employees are there? _____

Do you provide complimentary employee meals? _____

Do you provide discounted employee meals? _____

If yes, % of discount: _____

How many cash registers/ POS Terminals are there? _____

What system do you use? _____

What internal daily records do you keep? _____

Guest Checks

Register Tapes

POS Report (daily and monthly)

Do you have promotional/complimentary ("house") charges: Yes () No ()

If yes, approximately what % of total sales is this?

How does your system work?

1. _____

2. _____

3. _____

4. _____

Attachment "F": Sample Audit Forms

TOWN OF SURFSIDE, FLORIDA RESORT TAX AUDIT PROGRAM MONTHLY ACCOUNTS - RESTAURANT AND BARS

PRE-AUDIT INTERVIEW

		DATE	INITIALS
1	Tour premises with owner/contact noting layout.		
2	Visually inspect the premises and: a. document any revenue control procedures and equipment.		
3	Determine the following with the owner/contact: a. Current ownership b. Current officers c. Above information agrees with information on file with the Resort Tax Section		
4	Review what records are maintained to support Resort Tax Returns with owner/contact.		
5	Review Audit Questionnaire with owner/contact.		

REQUEST FOR RECORDS

		DATE REQUESTED	DATE RECEIVED
1	<u>SOURCE DOCUMENTS</u> a. Restaurants & Bars i. Daily Sales Tickets ii. Cash Register Tapes iii. Daily POS Reports iv. Daily/Weekly Summaries v. Purchase Records/Invoices iii. Other (Specify)		
2	<u>ACCOUNTING RECORDS</u> a. Restaurants & Bars i. Sales Journal ii. Purchases Journal iii. General Ledger		
3	<u>GENERAL ITEMS</u> a. Federal Income Tax Returns b. Alcohol Surcharge Reports c. State Sales Tax Return d. Exemption Documentation e. Financial Statements f. Bank Statements		

Attachment "F": Sample Audit Forms

TOWN OF SURFSIDE, FLORIDA, RESORT TAX AUDIT PROGRAM MONTHLY ACCOUNTS - RESTAURANT AND BARS

GENERAL PROCEDURES

		DATE	INITIALS
1	Examine Federal Income Tax Returns/ Income Statements. a. Compare sales with total reported on Resort Tax Returns. Reconcile, if necessary. b. Prepare and see related schedule(s).		
2	Examine State Sales Tax Returns a. Compare sales with total reported on Resort Tax Returns. Reconcile, if necessary. b. Prepare and see related schedule(s).		
3	Examine Income Statements a. Compare sales with totals reported on the Resort Tax Returns. b. Compute the cost of sales ratio and determine its reasonableness within industry standards. Prepare and see related schedule(s).		
4	Alcohol Surcharge Tax Returns a. Reconstruct revenues and compare to Resort Tax Return. b. Prepare and see related schedule(s).		

Attachment "F": Sample Audit Forms

TOWN OF SURFSIDE, FLORIDA RESORT TAX AUDIT PROGRAM MONTHLY ACCOUNTS - RESTAURANT AND BARS

REVENUE PROCEDURES

	SALES:	DATE	INITIALS
1	Examine a sample of monthly sales from the Revenue Source Document. a. Trace sales to daily/weekly/monthly reports. b. Trace sales to State Sales Tax Returns. c. Prepare and see related schedules		
2	Select a sample of guest checks/sales tickets and trace to the sales journal/revenue reports to verify propriety of the accounting records. (If possible obtain copy of guest checks for audit work papers).		
3	If the business uses bank statements for reporting purposes: a. Compare bank deposits statements to the resort tax returns. b. Prepare and see related schedules		
4	Document work performed, including an explanation of any alternate/additional audit procedures performed, explanations of unreasonable variances and conclusions made as to reasonableness of reported sales.		

	PURCHASES:	DATE	INITIALS
1	Calculate/review food and beverage costs for a selected period and compare to industry/market averages. a. Prepare and see related schedules.		

Attachment "F": Sample Audit Forms

TOWN OF SURFSIDE, FLORIDA RESORT TAX AUDIT PROGRAM MONTHLY ACCOUNTS - RESTAURANT AND BARS

POST AUDIT PROCEDURES

		DATE	INITIALS
1	Discuss audit findings (if any) with owner/contact.		
2	Review late charge fees or other memos owed by taxpayer.		
3	Prepare a short narrative, summarizing audit including level of cooperation of owner/contact and general overview.		
4	Sign off on audit program, complete all documentation and schedules, and turn into Tourist Bureau Director or designee for final review.		
5	Final overall review of audit performed by Finance Support Services Director or designee.		

Attachment "F": Sample Audit Forms

TOWN OF SURFSIDE, FLORIDA RESORT TAX AUDIT PROGRAM MONTHLY ACCOUNTS - HOTELS

AUDIT INTERVIEW QUESTIONNAIRE FOOD & ALCOHOL OPERATIONS

Business Name: _____

Date: _____

What are your food and beverage outlets? _____

What are your business hours and days of operation? _____

What is the seating/occupancy capacity? _____

Do you provide complimentary employee meals? _____

Do you provide discounted employee meals? _____

If yes, % of discount _____

How many cash registers/ POS Terminal are there? _____

What system do you use? _____

Are they interfaced with the hotel? _____

What internal daily record do you keep?

Guest Checks _____

Register Tapes _____

POS Report (daily/monthly) _____

Do you have promotional/complimentary ("house") charges: Yes () No ()

If yes, approximately what % of total sales is this? _____

How does your system work?

1. _____

2. _____

3. _____

4. _____

5. _____

Attachment "F": Sample Audit Forms

AUDIT INTERVIEW QUESTIONNAIRE ROOMS OPERATIONS

Business Name: _____

Date: _____

Check-In Time: _____

Check-Out Time: _____

How many floors? _____

Total available rooms: _____

What kind of rentals do your exemptions represent? _____

How does your system work?

1. _____

2. _____

3. _____

4. _____

5. _____

Attachment "F": Sample Audit Forms

TOWN OF SURFSIDE RESORT TAX AUDIT PROGRAM MONTHLY ACCOUNTS - HOTELS

PRE-AUDIT INTERVIEW

		DATE	INITIALS
1	Tour premises with owner/contact noting layout		
2	Visually inspect the premises and document any revenue control procedures and equipment.		
3	Determine the following with the owner/contact: a. Current ownership b. Current officers c. Above information agrees with information on file with Resort Tax Section.		
4	Review what records are maintained to support Resort Tax Returns with owner/contact.		
5	Review Audit Questionnaire with owner/contact.		

REQUEST FOR RECORDS

		DATE REQUESTED	DATE RECEIVED
1	<u>SOURCE DOCUMENTS</u> a. Hotels, Apartment Houses, Etc. i. Guest Cards/Folios ii. Receipt Register iii. Rent Rolls iv. Signed Lease v. Night Audit report vi. Other (Specify)		
2	b. Restaurants & Bars i. Daily Sales Tickets ii. Cash Register Tapes iii. Daily/Weekly Summaries iv. Purchase Records/Invoices v. Other (Specify)		

Attachment "F": Sample Audit Forms

TOWN OF SURFSIDE RESORT TAX AUDIT PROGRAM MONTHLY ACCOUNTS - HOTELS

		DATE REQUESTED	DATE RECEIVED
2	<u>ACCOUNTING RECORDS</u> a. Hotels, Apartment Houses, Etc. i. Sales Journals ii. Transcript/Revenue Report iii. General Ledger		
	b. Restaurants & Bars i. Sales Journal ii. Purchases Journal iii. General Ledger		
3	<u>GENERAL ITEMS</u> a. Federal Income Tax Returns b. State Sales Tax Returns c. County Tax Returns d. Exemption Documentation e. Financial Statements f. Bank Statements g. Alcohol Surcharge return		

GENERAL PROCEDURES

		DATE	INITIALS
1	Examine Federal Income Tax Returns/Income Statements a. Compare sales with totals reported on Resort Tax Returns. Reconcile, if necessary. b. Prepare and see related schedule(s).		
2	Examine State Sales Tax Returns a. Compare sales with total reported on Resort Tax Returns. Reconcile, if necessary. b. Prepare and see related schedule(s)		
3	Examine County Tax returns a. Compare sales with total reported on Resort Tax Returns, Reconcile, if necessary. b. Prepare and see related schedules(s)		
4	Examine Sales Tax Worksheets a. Compare sales with totals reported on the Resort Tax Returns. b. Prepare and see related schedule(s).		
5	Compare sales total from above return with the General Ledger totals. a. Prepare and see related schedule(s)		

Attachment "F": Sample Audit Forms

TOWN OF SURFSIDE RESORT TAX AUDIT PROGRAM MONTHLY ACCOUNTS - HOTELS

REVENUE PROCEDURES

	SALES:	DATE	INITIALS
1	Examine Revenue Source Document (Rooms, Food, Alcohol) a. Trace sales to daily/weekly/monthly reports. b. Prepare and see related schedules.		
2	Examine a sample of daily revenue reports. a. Trace to the month end reports. b. Compare to the Monthly Income statement./Resort Tax Returns. c. Prepare and see related schedules.		
3	Examine General Ledger (sales, purchases, and tax payable) a. Trace to Financial Statements/Resort Tax Returns. b. Prepare and see related schedules.		
4	If the hotel uses bank statements for reporting purposes: a. Compare bank deposits statements to the resort tax returns. b. Prepare and see related schedules.		
5	Review selected exemptions documents for proper signature and propriety of exemption taken.		
6	Document work performed, including an explanation of any alternate/additional audit procedures performed, explanations of unreasonable variances and conclusions made as to reasonableness of reported sales.		

ROOMS AUDIT PROGRAM

	PURCHASES:	DATE	INITIALS
1	Calculate/review food and beverage costs for a selected period and compare to industry/market averages. a. Prepare and see related schedules(s)		

Attachment "F": Sample Audit Forms

TOWN OF SURFSIDE RESORT TAX AUDIT PROGRAM MONTHLY ACCOUNTS – HOTELS

POST AUDIT PROCEDURES

		DATE	INITIALS
1	Discuss audit findings (if any) with owner/contact.		
2	Review late charge fees or other memos owed by taxpayer.		
3	Prepare a short narrative, summarizing audit including level of cooperation of owner/contact and general overview.		
4	Sign off on audit program, complete all documentation and schedules, and turn into Tourist Bureau Director for final review.		
5	Final overall review of audit performed by Finance Support Services Director or designee.		

Attachment "F": Sample Audit Forms

TOWN OF SURFSIDE RESORT TAX AUDIT PROGRAM ANNUAL ACCOUNTS – SHORT TERM RENTALS/APARTMENTS

PRELIMINARY WORK

NOTIFICATION LETTER: _____

PRE-AUDIT INTERVIEW: _____

AUDIT INTERVIEW QUESTIONNAIRE

Business Name: _____

Date: _____

Total Available Rooms: _____

How many floors? _____

What kind of rentals do your
exemptions represent? _____
: _____

PRE-AUDIT INTERVIEW

		DATE	INITIALS
1	Tour premises noting layout		
2	Visually inspect the premises for the following: a. Document any revenue control procedures and equipment.		
3	Determine the following with the owner/contact: a. Current ownership b. Current officers c. Above information agrees with information on file.		
4	Review what records are maintained to support Resort Tax Returns with owner/contact.		
5	Review Audit Questionnaire with owner/contact.		

Attachment "F": Sample Audit Forms

TOWN OF SURFSIDE RESORT TAX AUDIT PROGRAM ANNUAL ACCOUNTS – SHORT TERM RENTALS/APARTMENTS

REQUEST FOR RECORDS

		DATE REQUESTED	DATE RECEIVED
1	<u>SOURCE DOCUMENTS</u> a. Hotels, Apartment Houses, Etc. i. Guest Cards/Folios ii. Receipt Register iii. Rent Rolls iv. Signed Lease v. Other (Specify)		
2	<u>ACCOUNTING RECORDS</u> a. Hotels, Apartment Houses, Etc. i. Sales Journals ii. Transcript/Revenue Report iii General Ledger		
3	<u>GENERAL ITEMS</u> a. Federal Income Tax Returns b. State Sales Tax Returns c. County Tax Returns d. Exemption Documentation e. Financial Statements f. Bank Statements		

GENERAL PROCEDURES

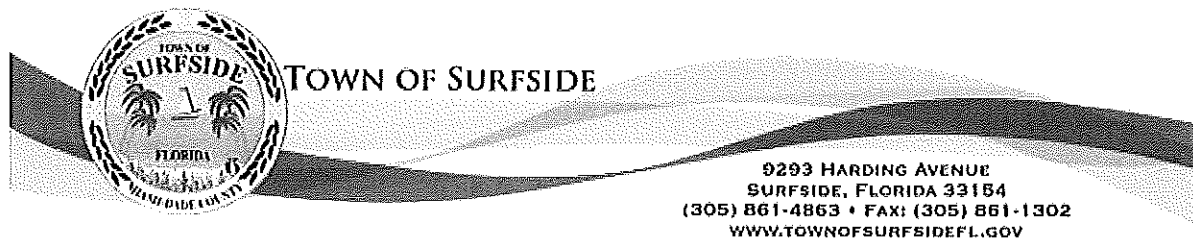
		DATE	INITIALS
1	Examine the Exemptions taken and determine their validity. a. Prepare and see related schedule(s).		
2	Examine Rental Income Records to determine taxable rentals if any. a. Trace to Resort Tax Return. b. Prepare and see related schedule(s).		

Attachment “F”: Sample Audit Forms

TOWN OF SURFSIDE RESORT TAX AUDIT PROGRAM ANNUAL ACCOUNTS – SHORT TERM RENTALS/APARTMENTS

POST AUDIT PROCEDURES

		DATE	INITIALS
1	Discuss audit findings (if any) with owner/contact.		
2	Review late charge fees or other memos owed by taxpayer.		
3	Prepare a short narrative, summarizing audit including level of cooperation of owner/contact and general overview.		
4	Sign off on audit program, complete all documentation and schedules, and turn into the Tourist Bureau Director for final review.		
5	Final review of audit performed by Finance Support Services Director or designee.		



Attachment "F": Sample Audit Forms

RESORT TAX RESOLUTIONS

Company Name
C/O
Address

Date

Pursuant to Article IV, Division 1, Section 70-112 & 70-113, of the Town of Surfside, an audit of your Resort Tax Records was performed by this office. **AUDIT PERIOD:**

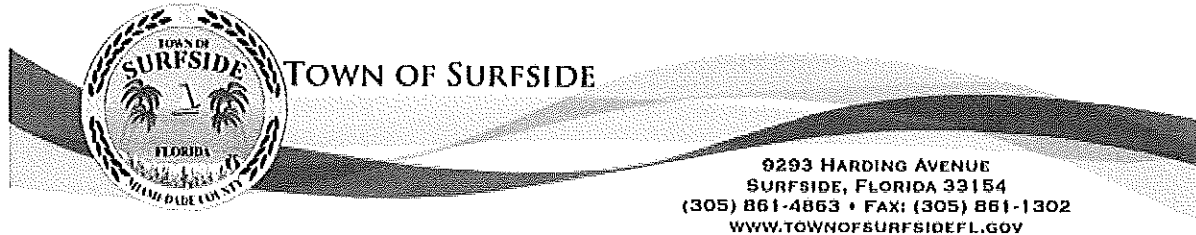
The following determination(s), **marked with an X**, has (have) been made:

The examination of your records show that you have complied with the laws that govern Resort Tax, **however**, we would like to recommend the following:

If you have any questions, concerning the audit, please do not hesitate to contact the undersigned.

Thank you for the cooperation extended.

Sincerely,



Attachment "F": Sample Audit Forms

RESORT TAX RESOLUTIONS

C/O

Date

Dear:

Pursuant to Article IV, Division 1, Sec. 70-112 & 70-113 of the Surfside Town Code, an audit of your Resort Tax Records was performed by this office. **AUDIT PERIOD:**

The following determination(s) has (have) been made:

_____ The examination of your records shows that you have complied with the laws that govern the Resort Tax:

_____ An amount due of \$_____ has been assessed for the following reasons:

SEE ATTACHMENT

Please submit the indicated amount due, with a copy of this letter, within fifteen (15) days to prevent additional penalties and interest. **Failure to remit payment or appeal this assessment, in writing, within fifteen days, will result in the waiving of your right to appeal this assessment.** Mail payment to: Town of Surfside, Resort Tax Section, 9293 Harding Avenue, Surfside, FL 33154. If you have any further questions regarding these findings, please do not hesitate to contact the undersigned at _____.

Thank you for your assistance and cooperation in this matter.

Sincerely,

Name
Title

SAMPLE

**TOWN OF SURFSIDE
RESORT TAX AUDIT
"Hotel Claremont"-RT 1834611
Page 1**

AUDIT FINDINGS :

The following are the audit findings, recommendations and other problems for this examination:

1. **Sales tax Liability Reports Feb 08 – Mar 09:** Resort Tax Reported was compared to the "Sales Tax Liability Reports": this comparison resulted in variances of **\$80,362.27** (\$64,070.77 for 2008 and \$16,291.50 for 2009). The following is a breakdown of the variances.

Sales Tax Liability (2008)	\$ 977,991.73	(2009)	\$ 332,737.74
Resort Tax	- 913,920.96		- 316,446.24
TOTAL	\$ 64,070.77	+	\$ 16,291.50 = \$ 80,362.27

2. **Sales by Item Detail Report Apr 09 – Dec 09:** Resort Tax Reported was compared to the Sales by Item Detail: this comparison resulted in variances of **\$8,957.72**. The following is a breakdown of the variances.

Sales by Item Detail	\$ 353,575.77
Resort Tax	- 344,618.05
TOTAL	\$ 8,957.72

3. **Combined Deficiency:** \$ 89,319.99 in sales.

Resort Tax Assessment:

The total tax due is \$ 4,491.05, including tax, penalties and interest.

Recommendations:

- I. Agreement must exist between the night audit reports, the tax liability reports, the state tax reported and the profit & loss statements.
- II. All records must be maintained for a period of three years.